

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MIRO DROPULIC,

Plaintiff,

-against-

**COMPLAINT &
JURY TRIAL DEMAND**

AUSTRIAN AIRLINES AG,

Defendant.

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The Plaintiff, MIRO DROPULIC, by his attorneys BOHRER & LUKEMAN, as and for his complaint against Defendant, AUSTRIAN AIRLINES AG, alleges the following upon information and belief:

1. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. Sec. 1331, insofar as a federal question is presented pursuant to the Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal on May 28, 1999 (the "Montreal Convention").

2. Venue is proper in this judicial district pursuant to 28 U.S.C. Sec. 1391, in that Defendant AUSTRIAN AIRLINES AG (hereinafter "AUSTRIAN AIRLINES") has offices and transacts business within the Eastern District of New York.

3. Plaintiff MIRO DROPULIC is a resident of San Antonio, Texas.

4. Upon information and belief, Defendant AUSTRIAN AIRLINES is a foreign corporation authorized to do business in the State of New York

5. Upon information and belief, Defendant AUSTRIAN AIRLINES was and is a common carrier engaged in the business of transporting passengers for hire by air.

6. Upon information and belief, Defendant AUSTRIAN AIRLINES employs a flight crew responsible for the safe and secure operation of its flights as well as the safety and well-being

of its passengers.

7. On August 6, 2014, Defendant AUSTRIAN AIRLINES operated and controlled a certain aircraft, designated as AUSTRIAN AIRLINES Flight OS 94 (the “subject aircraft”), on a flight from Washington Dulles International Airport in Dulles, Virginia to Vienna International Airport in Vienna, Austria (the “subject flight”).

8. On August 6, 2014, Plaintiff MIRO DROPULIC was a fare-paying passenger lawfully aboard the subject flight.

9. On August 6, 2014, the subject flight was conducted on an aircraft owned, leased, operated, staffed, or otherwise controlled by the Defendant AUSTRIAN AIRLINES.

10. On August 6, 2014, Defendant AUSTRIAN AIRLINES was responsible for the service, maintenance, inspection, and/or repair of the subject aircraft.

11. On August 6, 2014, Defendant AUSTRIAN AIRLINES was responsible for the training, management, supervision, and/or control of its flight crew aboard the subject flight, including but not limited to the crew’s adherence to standard safety policies and protocol.

12. On August 6, 2014, while seated aboard the subject aircraft, Plaintiff MIRO DROPULIC was injured as the result of an accident.

13. Specifically, during the course of the subject flight, Plaintiff MIRO DROPULIC was seated in his assigned seat aboard the subject aircraft when he was injured as the result of contact with scalding hot liquid.

14. Plaintiff’s injuries resulted from an accident pursuant to Article 17 of the Montreal Convention, in that the injuries were caused by an unexpected or unusual event or occurrence external to the Plaintiff, and not by Plaintiff’s internal reaction to the normal operation of the aircraft.

15. As a result of said accident, Plaintiff was injured.

16. As a result of said accident, Plaintiff was seriously injured.

17. As a result of said accident, Plaintiff was permanently injured.

18. As a result of said accident, Plaintiff suffered great pain, agony and mental anguish, and in the future shall continue to suffer from same.

19. As a result of said accident, Plaintiff suffered economic loss and in the future shall continue to suffer from same.

20. As a result of said accident, Plaintiff was forced to expend sums of money on medical treatment and in the future shall continue to expend money on same.

21. As a result of said accident, Plaintiff was deprived of his enjoyment of life, pursuits and interests and in the future shall continue to be deprived of same.

22. As a result of the foregoing, Defendant is liable to pay full, fair and reasonable damages to Plaintiff pursuant to the Montreal Convention.

23. Defendant cannot meet its burden of proving that its negligence did not cause or contribute to the accident and the resulting injuries to Plaintiff.

24. Defendant cannot meet its burden of proving that the injuries suffered by Plaintiff were caused solely by the acts of third parties.

WHEREFORE, Plaintiff MIRO DROPULIC demands judgment against Defendant AUSTRIAN AIRLINES in an amount to be determined at trial, together with interest, costs and disbursements of this action.

JURY DEMAND

Plaintiff demands a jury of eight (8) persons for all claims stated.

Dated: August 5, 2015
New York, New York

BOHRER & LUKEMAN

A handwritten signature in black ink, appearing to read 'A. Bohrer', is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval.

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